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## NOTABLE MARRIAGE.

WEDDING OF SIR VERNON HARCOURT AND THE DAUGHTER OF JOHN LOTHIROP MOTLEY.

A SCENE IN WESTMINSTER ABBEY—DEAN STANLEY PERFORMS THE NUP-TIAL CEREMONY.

[Special to the New York Herald.]

LONDON, Dec. 2.—The long talked of marriage between Sir William Granville Vernon-Harcourt, and Mme. Elizabeth Cabot Ives, daughter of John Motley, the historian, took place to-day within the historic precincts of Westminster Abbey. Although the event has excited the greatest interest in the American colonies of London and Paris and has been a favorite topic in society of late, the wedding was very private.

The weather was what might be expected in London at this season of the year. Rain descending through a London fog adds an extra feature to the dismal amenities of winter here, which requires all the social cheerfulness in human nature to make tolerable.

### HENRY VII.'S CHAPEL.

The ceremony took place in the portion of the venerable pile known as Henry VII.'s chapel, where hang the banners of the knights and commanders of the Order of the Bath. A dispensation permitting the ceremony to take place in the afternoon had been granted.

As both the Motley and Harcourt families are in mourning, only a few personal friends in addition to the immediate relatives of the parties were present. The chapel was closed to all visitors who might be straying through the great church tomb. The Herald correspondent was among the invited, and on arriving in the chapel was assigned to the duke of Wellington's stall.

### THE BRIDEGROOM'S PARTY.

At two o'clock precisely the bridegroom's procession entered the chapel, preceded by the illustrious Dean Stanley, who was the celebrant. With the dean were Rev. Stopford Brook as assistant, and Samuel Flood Jones, as the precentor. Then came Sir Vernon Harcourt, the bridegroom expectant, with Sir Henry James, his groomsmen, followed by Lewis Harcourt, a boy of thirteen and son of Sir Vernon by his first wife, with Col. Harcourt, the groom's brother. Next came Mr. Borthwick of the Morning Post, and his wife, the latter being the sister of Sir Vernon's first wife. The party took seats near the rail, and waited with the usual feelings of bridegroom parties under such circumstances.

### ENTER THE BRIDE.

Fifteen minutes later the sweet notes of the organ indicated the approach of the bridal party. First entered the bride, leaning on the arm of her father, John Lotthrop Motley, and accompanied by her sister and the latter's children. The bride wore a travelling costume of the color known to the ladies at least as "London smoke." The body and overskirt were of cashmere trimmed with gray ostrich feathers, and the skirt of gray silk. The bonnets was trimmed to match with ostrich feathers. She wore a small white lace veil of a snowdrop pattern and carried a lace handkerchief. The bride's sister wore a light gray cashmere, trimmed with gray satin and a bonnet to match.

### THE CEREMONY.

Dean Stanley arose and waited for the party to advance. He stood above the spot where the tomb of the boy King Edward VI is in the vaults underneath, with the tomb of the sad-lated Mary Queen of Scots on the tomb of her enemy, the great Queen Elizabeth on the other, all royal and noble, crumbling or crumbling to common dust. Sombre shadows were stealing in through the stained windows, giving a deep solemnity to the scene. Dean Stanley performed the ceremony with great fervor and eloquence, shaking hands with the happy couple while the organ pealed forth Mendelssohn's "Wedding march."

The couple went on the afternoon train to Strawberry Hill, the home of the Countess Waldegrave, and celebrated as once being the home of Horace Walpole. There was no reception at the residence of Mr. Motley.

There were a great many presents. The Princess Louise sent an Inkstand and Baron Rothschild a massive silver antique cup.

### SKETCH OF THE BRIDEGROOM.

Sir William George Granville Vernon Harcourt, M. P., Q. C., is the second son of the Rev. W. Vernon Harcourt, and grandson of the once well known archbishop of York, England. He was born in the year 1827, and is now in the forty-ninth year of his age. After leaving his college he became soon distinguished in the law, and subsequently also prominent as a literature. In November, 1873, Premier Gladstone appointed Mr. Harcourt solicitor-general of England, and he was knighted, going out of office with the Gladstone ministry in February, 1874. He is estimated as one of the soundest of England's thinkers, and is a high author-

ity on international law. He is regarded as one of the rising statesmen of the Liberal party, his age leaving him yet almost a junior among the wise old leaders of Liberalism.

### THE BRIDE.

The Bride was the widow of Mr. T. P. Ives of the firm of Brown & Ives. On the decease of his father, in 1857, Mr. Ives took his place in the house of Brown & Ives, and inherited a large fortune, estimated at \$2,000,000. April 5, 1865, broken down in health he sailed for Europe, in the hope that the relaxation from hard labor and a change of climate would again restore him to health. It was on this European trip that he won the daughter of Hon. John Lotthrop Motley, minister of the United States, in Australia. The wedding took place October 16, 1865, and he became the husband of Elizabeth Cabot Motley. At the time the wedding took place he was a hopeless invalid, and was carried in a hurdle to the banquetting hall. Nov. 17, 1865, while at Havre, and in sight of the vessel which was to bring him and his bride to their native land he, the bridegroom of four short weeks, breathed his last. He left a will, made prior to his marriage, in which no mention was made of the lady who afterward became his wife. In reference to the settlement of the property there was no little difficulty, the Goddards of Providence, who were nephews of the Ives, and who in late years have been the managers of their vast estate, raising objections to the payment of her share. Subsequently there was an amicable settlement effected, and Mrs. Ives received a large estate, valued at \$500,000, in settlement of her claim.

### USURIOUS INTEREST.

#### WHO MAY RECOVER.

U. S. Circuit Court Western District Missouri, November Term, 1876.

Markson & Meyers assignees  
against  
First National Bank of Kansas City.

By Krekel Judge.

This suit is brought by the assignees of the King Wrought Iron Bridge Company of Iowa, Kansas, against the First National Bank of Kansas City, Missouri, to recover under the Statute of the U. S. usurious interest alleged to have been charged and paid. The National Bank act, after providing that National Banks may charge the highest rate of interest allowed by the State where the bank is located, enacts in Section 5198 as follows:

"The taking, receiving, reserving, or charging a rate of interest greater than is allowed, by the preceding section, when knowingly done shall be deemed a forfeiture of the entire interest, which the note, bill, or other evidence of debt carries with it, or which has been agreed to be paid thereon. In case the greater rate of interest has been paid, the person by whom it has been paid, or his legal representative, may recover back, in an action in the nature of an action of debt, twice the amount of the interest thus paid, from the association taking or receiving the same; provided such action is commenced within two years from the time the usurious transaction occurred."

The assignees seek to recover under this section of the act double the amount of interest paid. The answer is a simple denial of the allegations of the petition. The evidence tends to show that during the years of 1872 and 1873, the bankrupt company from time to time obtained loans from the First National Bank of Kansas City, for which a rate of interest of not less than 16 per cent was paid. The charging and payment of this interest is undisputed but it is denied that the right to recover the usurious interest passed to the assignees. This, and the question as to the amount of recovery were both decided in the case of Crocker assignee of Marsh and Vanhules vs. The National Bank of Chetopa, District of Kansas, by Judge Dillon, reported in 3rd vol. Central Law Journal, No. 33. The statute under which the suit is brought provides as we have seen that "in case the greater rate of interest has been paid, the person by whom it has been paid, or his legal representatives may recover back, in an action in the nature of an action of debt, twice the amount of the interest thus paid."

Who is the legal representative of a bankrupt? This question was fully considered in the case cited under the banking act and I add some suggestions regarding the bankrupt law. The 14th Section provides for an assignment of the estate of bankrupt to the assignee, and declares that upon such assignment by operation of law, all the property and estate of the bankrupt, in-

cluding all choses in action shall pass to the assignee. By Section 16, it is provided "that the assignee shall have the like remedy to recover all said estate debts and effects in his own name as the debtor might have had, if the decree in bankruptcy had not been rendered and no assignment had been made." These provisions as well as the general tenor of the bankrupt law indicated that all right to sue for, and recover property, effects or choses in action of the bankrupt by virtue of the bankruptcy assignment and the operation of the bankrupt law, pass to the assignee who becomes the legal representative, one who stands in place of, the bankrupt. The effect of a different holding strengthens the view here taken. Suppose it should be determined, as the defendant insists, that the right to sue under the Statute, for the recovery of usurious interest is a personal right and remains in the bankrupt, notwithstanding the bankruptcy. The bankrupt might sue and recover for his own use and benefit the usurious interest paid, which may have caused his bankruptcy, having by means of paying usurious interest so converted his estate that creditors could not, but he himself could recover and hold it against them. A construction working such results is not favored, to say the least. But the idea of a personal right as contended for by defendant loses sight of the distinction between what pertains to the person and what to the estate. Usury effects the property and estate and not the person of the bankrupt. The question of usury has lately been before the Federal court, in the case of Tiffany and trustee for Darby vs. the National Bank of Missouri, 18 Wallace 409. The question was as to the amount of interest a National Bank was authorized to charge in Missouri. That a trustee had a right to sue was never questioned. In the case of Darby's Trustee vs. the Boatmen's Saving Institution, 1st Dillon Circuit Court reports 141, the question as to a trustee recovering usurious interest was determined affirmatively. These cases could not have been sustained by the Trustees if the suing for and recovering usuries interest was a personal action.

As to the amount of recovery the defendant makes the points that, if a recovery can be had, it is the amount paid over and above the legal rate (10 per cent) in Missouri and relies on the wording of the Statute, to sustain this construction. Section 5198, already fully quoted, in the first place, declares forfeited the entire interest agreed to be paid, and next provides for a recovery of double the amount of such as has been paid. Reading the first part of the Section "the taking, receiving, reserving, or charging a rate of interest greater than is allowed" in connection with the part providing for the recovery of "twice the amount thus" paid gives countenance to the construction, sought to be placed upon it by defendant. Reading the whole of the section together is adverse to this construction. The forfeiture of the entire unpaid interest is no doubt intended to defeat the recovery of unpaid interest and may be set up in defence. The recovery of paid interest however requires a suit on part of the debtor, or his legal representative and the recovery of double the amount paid, may recompense him for his trouble. To construe the act as contended for by the defendant would favor the user who had obtained payment of his usury by allowing him to retain the legal rate of interest while the who had only contracted for illegal interest forfeits the entire interest, a favor difficult to account for.

In the Crocker case the same conclusion is reached. As to the last count in the declaration charging a preference there is nothing in the case tending to show that an illegal preference was obtained. The plaintiff is entitled to recover double the amount of the usurious interest paid, and judgment will be rendered accordingly.

Judge Dillon concurs.  
Cook & Cobb for plaintiff.  
Bogges and Cravens for defendant.

SPEAK KINDLY.—Speak kindly in the morning; it lightens the cares of the day, and makes the household and all other affairs move along more smoothly.

Speak kindly at night; for it may be that before dawn some loved one may finish his or her space of life, and it will be too late to ask forgiveness.

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